## No. RT-25035/33/2022-RS Government of India Ministry of Road Transport & Highways (Road Safety Section) Transport Bhavan, 1 Parliament Street, New Delhi-110001

Dated: 2 May. 2022

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### CIRCULAR

Subject: Opening of Portal inviting applications under the "Scheme of Financial Assistance for administering Road Safety Advocacy and awards for the outstanding work done in the field of Road Safety".

This Ministry has issued the Scheme Guidelines on the "Scheme of Financial Assistance for administering Road Safety Advocacy and awards for the outstanding work done in the field of Road Safety" vide its letter dated 21" September, 2021. (Copy enclosed)

 It is mentioned that the applications would be accepted through the portal online. The portal will be opened w.e.f. 4<sup>th</sup> May, 2022 to 31<sup>st</sup> May, 2022 for inviting applications.

3. Interested and Eligible organizations may send their proposals through online portal. No hard copies and physical proposals shall be entertained. A list of key reasons for nonselection of the applications uploaded earlier has been enclosed as Appendix –I. Applicants must ensure that these points are also taken into consideration while submission of proposal as per eligibility criteria and other scheme guidelines.

Yours faithfully.

(Kiran Mala Kujur) Under Secretary to the Government of India Tel-011-23711492 Email id- kiran.kujur27@nic.in

To.

The All Stakeholders

#### Copy to:

Dir/NIC- with the request to open the portal w.e.f. 4th May, 2022 to 31st May, 2022.

#### Copy for information to:

i. Principal Secretary(T)/Secretary(T)/Transport Commissioners of all the States/UTs.

ii. ROs.Road Wing.MoRTH of all the States/UTs.

iii. Director/IAHE.

Appendix 1

Agencies who applied earlier for the Scheme of Financial Assistance for administering Road Safety through the online portal of Ministry of Road Transport and Highways and were not selected for the activity mostly because of non-compliance of any one of the following reasons. Hence, applicants must ensure that these points are also taken into consideration while submitting the applications.

- Submission of relevant experience: Applicant Agency should have experience of completing at least one (1) road safety or advocacy / awareness related programs in the last three (3) years as on the date of submission. It is advised that applicant submit sanction letter/payment release letter / reflection of payment release in audit statement / CA audit report confirming that payment for the mentioned project received to confirm the completion of the mentioned project.
- Submission of Financial Proposal with breakup: Applicant must submit proposed realistic budget estimate for the activity envisaged. The financial proposal shall consider all expenses related to the programme (including all taxes/ GST, if any) and should be expressed in INR.
- Submission of Work order/Contracts: Applicant must submit the relevant work order/contracts highlighting the scope of work delivered in the previous projects.
- Submission of Baseline Data (If applicable): Collection of relevant baseline data related to the proposed activities needs to be submitted.
- 5. Submission of Detailed Technical Proposal: Applicant must submit technical proposal detailing out the approach and methodology on how they are planning to deliver the proposed activity (Details such as specific project location, target audience, what activities are planned, detailed content about the activities, linkage to the established baseline (if applicable), expected outcome, innovative techniques used etc.).
- Specific Location / Coverage: Proposals with no or very generic location details / target audience won't be considered as well (example: safe road user awareness workshop at Schools.). Applicants are encouraged to establish the specific location / coverage / target audience in the proposal stage itself.
- Programme Theme: Technical Proposal should focus on a single project theme. The scope of work / activities under the selected theme can be detailed out in-depth in the technical proposal providing the clarity on what is expected out of the project.
- Strict Adherence to the scheme guidelines: Applications shall strictly adhere to all the clauses of scheme guidelines.

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To,

## No. RT- 25035/38/2021-RS (196434) Government of India Ministry of Road Transport & Highways (Road Safety) Transport Bhawan, 1, Parliament Street, New Delhi-110001

21st September, 2021

The Principal Secretary/Secretary(Transport)/Transport Commissioner of all the States/UTs

Sub: Scheme of Financial Assistance for Administering Road Safety Advocacy and Awards for the Outstanding Work done in the field of Road Safety - reg

Sir/Madam,

I am directed to inform that this Ministry has launched the Scheme relating to Road Safety namely "Financial Assistance for Administering Road Safety Advocacy and Awards for the Outstanding Work done in the field of Road Safety".

 A copy of the scheme guidelines is enclosed. Copy of the guidelines is also available on the website of the Ministry. It is requested to kindly publicize the scheme appropriately so that suitable proposals may be sent to this Ministry.

Yours faithfully.

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Encl: As above

(Sudip Dutta) Under Secretary to the Government of India Tel: 011-23321729 Email: sudipdutta1998@gmail.com

Copy to: NIC (with a request to upload the guidelines on the Ministry's website)

F. No. RT-25035/38/2021-RS (196434) Government of India Ministry of Road Transport and Highways (Road Safety Cell) Transport Bhawan, 1, Parliament Street, New Delhi, 110001

Subject: Guidelines for grant of financial assistance for administering Road Safety Advocacy and awards for the outstanding work done in the field of Road Safety.

#### 1. Background

1.1. Every year in India about 150,000 people are killed and 500,000 injured in approximately 500,000 road accidents. The working age group of 18-60 years account to about 85% of road accidental deaths. Injuries, and in particular those related to road crashes, are among the major causes of potential life years lost and cost many billions of rupees every year. As per the WHO Global Report on Road Safety 2018, India accounts for almost 11% of the accident related deaths in the world. Pedestrians killed account for about 15%, whereas cyclists & two wheelers for nearly 2.50% and 35% respectively. Vulnerable road users account to about 50 percent of total road accidental deaths.

1.2. Road safety is a complex issue of concern, considering its magnitude and gravity and the negative impacts on the economy, public health and the general welfare of the people, particularly those with Low income. Although various road safety improvement programs are being implemented, these have not had the required impact, and the number of road accidents and fatalities continue to rise. Today, road traffic injuries are one of the Leading causes of deaths, disabilities and hospitalizations, with severe socio-economic costs across the world.

1.3. The main thrust of accident prevention and control across the world has been on 4 E's, vis. (i) Education, (ii) Enforcement, (iii) Engineering and (iv) Environment and Emergency care of road accident victims. The Government of India has been focusing on all these four approaches in its policies and programmes. For promoting the awareness about road safety, Ministry of Road Transport & Highways has decided to associate with Non-Governmental organizations (NGOs). The NGOs may undertake activities for creating road safety awareness among citizens.

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21st September, 2021

1.4. It is necessary to ensure active participation of all stakeholders viz. State Governments, Corporate houses, auto industry and their associations, universities, institutions, Non-Governmental Organizations and the society at large to improve the Road Safety scenario. Many NGOs, Trusts, Societies etc. are working tirelessly for the cause of road safety in the Country. There is a need to recognize the outstanding contribution in the field of road safety especially in propagating road safety measures and encouraging their adoption.

1.5. It is in fulfilment of the above objectives that the Ministry of Road Transport & Highways issued the guidelines for the "Scheme for Grant of Financial Assistance for Administering Road Safety Advocacy and Awards for the Outstanding Work Done in the Field of Road Safety" in 2016 which was operational until 31.03.2020. The primary objective was to provide financial assistance to various agencies engaged in the activities to propagate road safety messages among citizens and recognize those making positive contribution in the field of road safety with some awards.

1.6. The previous experience of working with various agencies in the field of road safety shows that extensive efforts are required to be made focusing on diverse aspects of road safety to sensitize the road users about safe road usage. The charitable organizations cumulatively have broader access across the country. Many of these organizations are regularly involved in propagation of a variety of social causes and road safety is a prominent cause amongst them.

1.7. Such agencies can help expand project uptake and outreach and can facilitate greater awareness of road safety issues. These agencies are also involved in various programs involving the grass-root level communities, empowering and enabling them to take responsibility for their own safety as well as the safety of other road users. This aspect of community involvement is appreciated and encouraged for educating local communities to enhance the road safety in their own locality. In view of this, Ministry of Road Transport & Highways proposes to associate these agencies for taking forward the road safety programmes and recognize their outstanding work in the field of road safety through institution of awards.

1.8. Therefore, the Ministry of Road Transport & Highways intends to update the Scheme with the following guidelines to focus on a result-oriented outcome and drive reduction in road fatalities through behavioural changes.

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21<sup>st</sup> September, 2021

## 2 Name of the Scheme:

This "Scheme for Grant of Financial Assistance for Administering Road Safety Advocacy and Awards for the Outstanding Work Done in the Field of Road Safety" (hereinafter referred to as Scheme).

#### 3. Objectives of the scheme:

The objective of the Scheme is to stimulate and encourage opportunities for various agencies through participation, in order to create awareness on road safety. The Scheme will work in alignment with the following objectives of National Road Safety Policy:-

- i. To evolve a shared vision of priorities and strategies in promoting road safety
- To foster co-operative federalism through support initiatives and mechanisms with the States on a continuous basis
- III. To develop and ensure credible plans for financial assistance to various stakeholders for administering road safety programmes and raise awareness about road safety issue through education, training and publicity campaigns
- iv. To design strategic, long term policy, programme and initiatives, and monitor their progress and their efficacy. The lessons learnt through monitoring and feedback will be used for making innovative improvements.
- v. To create a knowledge base through best practices and good governance in sustainable and equitable development
- vi. To facilitate recognition and award to partners for their initiatives and recommendable work in the field of road safety.

#### 4. Eligibility:

- i. The Applicant Agency shall be an NGO/ Trust under Indian Trusts Act/ Cooperative Society under Societies Registration Act/ Firm registered under the Companies Act, 1956/ 2013 or an Academic Institutions accredited / affiliated to or recognized as a University or Deemed University by UGC Act (hereinafter referred to as 'Applicant Agency'). In case the Applicant Agency is an NGO, then the Applicant Agency shall be registered on DARPAN Platform - NITI Aayog and shall provide Unique ID while submitting the proposal. The Applicant Agency shall comply with the following conditions:
- In case the Applicant Agency is NGO/ Voluntary organization, the Applicant Agency shall provide documentary evidence (such as Work Order/ Letter of Award/ Contract) of undertaking road safety programme or any other similar activity of advocacy nature (for grants-in-aid for programme)
- iii. The Applicant Agency shall undertake assignment individually or associate with

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21<sup>st</sup> September, 2021

another Applicant Agency to form JV (Joint Venture), the maximum number of members in the JV shall not exceed two (2). In case of JV, the members shall appoint a Lead Member and the members agree to the terms and conditions jointly and severally.

- iv. The Applicant Agency should have experience of completing at least one (1) road safety or advocacy/ awareness related programs in the last three (3) years as on the date of submission of proposal.
- v. The Applicant Agency should not have been blacklisted or debarred by any State/ Central Government Entities from receiving any funds.

#### 5. Selection process:

- The Road Safety Cell of the Ministry of Road Transport and Highways (MoRTH) shall be the Competent Authority (hereafter referred to as "Competent Authority") for the operationalization of the Scheme and for all administrative requirements.
- ii. The Competent Authority shall set up a PMU (Project Management Unit) in MoRTH under Director/Deputy Secretary (Road Safety) and supported by an Expert Agency appointed by MoRTH. The Expert Agency shall evaluate the proposal against the predefined checklist (Annexure-C) and submit its findings to the Competent Authority in MoRTH for acceptance and implementation thereof. The decision of Competent Authority shall be binding on all the Applicant Agencies with respect to the selection process.
- III. MoRTH shall fund the programmes as per its objectives on identified themes (specified in Para-9) during the operationalization of the Scheme. Approximately one-third budget of the road safety may be used for programmes relating to awareness/advocacy and rest two-third on other activities/ measures on road safety. The proposals submitted *suo motu* would be evaluated, subject to the condition that they meet the objectives and are so decided by the Competent Authority in MoRTH as required under the Scheme.

## 6. Financial assistance:

- i. The amount of Financial Assistance/ Grant provided to the Applicant Agency shall be decided by the Competent Authority in MoRTH based on the expected outcome and impact of the proposed programme. The maximum financial assistance to an Applicant Agency for a programme shall not be more than the double of the maximum value of the project executed by the Applicant Agency during in the last 3 years. Only projects involving road safety activities or involving advocacy/ awareness on any social cause will be considered for arriving at the eligible maximum financial assistance.
- The financial assistance to the Applicant Agency shall be provided in four (4) instalments as under:

Sr. No.	Milactone	Percentage of approved grant	Payme	ent	
1	Mobilisation advance	Up to 15%*		signing nent by pro ntee of sim	

21<sup>st</sup> September, 2021

2	Milestone -1	40%	Instalments shall be paid upon satisfactory completion of pre-
3	Milestone -2	30%	defined milestones and submission of expenditure reports and supporting
4	Milestone -3	30%	documents, as required in clause 8

\*The mobilization advance will be set off in the next instalment upon receipt of claim against satisfactory completion of activities under Milestone-1. The Bank Guarantee provided shall be returned upon payment against the completion of Milestone-1.

- The Applicant Agency can apply for multiple programmes under this scheme. However, the proposal of Applicant Agency shall be evaluated only after successful completion of any prior committed programme and its impact assessment.
- iv. The funds shall be released only after the successful completion of milestones defined in the programme and submission of required proofs and documents.
- 7. Submission of proposal and procedure for seeking assistance:
- i. The Applicant Agency desirous of implementing the road safety programme shall submit the proposal online in the format provided at Annexure 'A'. As the online processing is a new initiative, the format may be modified/altered with the approval of the competent authority based on the future requirement.
- ii. The Applicant Agency is expected to collaborate with a recognized educational institute or university or a reputed agency/ government department/ PSU etc. for collecting baseline data before submission of the proposal. The baseline data, wherever applicable, provided in the proposal should be validated by such institute/ university/ agency/ government entity.
- iii. The Applicant Agency should provide the information related to the road safety issue and supporting crash data analysis and/ or key stakeholders' consultation (such as Police/ PWD/ Health and Education department) in the proposal. The proposal should, wherever applicable, include the baseline data related to the activity proposed from a reliable source and anticipated output/outcome from the programme.

S.No	Description
1	Geographical coverage of the programme
2	Alignment with the themes proposed under the Scheme
3	Past experience of the participating agency in the similar programmes

iv. The proposals shall be evaluated based on the following criteria:

- v. The proposal shall outline the approach and methodology to deliver the proposed programme/ campaign. Innovative techniques in campaign design and delivery shall be desirable. The impact assessment and results of the previous programme undertaken must be submitted along with the subsequent proposals.
- vi. The Applicant Agency shall provide financial proposal comprising of payment milestone for undertaking the programme. The financial proposal shall take into account all expenses related to the programme (including all taxes/ GST, if any) and should be expressed in INR (₹).
- vii. The proposals along with the supporting documents shall be uploaded on the online portal under MoRTH. The result of the evaluation will be displayed on the portal. The Applicant Agency fulfilling the eligibility requirements shall be notified on the portal along with messages on mobile and through email also.
- viii. A copy of sanction letter issued to the agency shall be marked to Transport Secretary. Home Secretary, Director General of Police (DGP) and Transport Commissioner to intimate district level officials i.e. District Collector, Regional Transport Officer (RTO). Superintendent of Police (SP) etc. and to direct them to provide the required help to agency in conduct of the programme and monitor its progress.
- The agency, within fifteen (15) days prior to the start of implementation of programme shall intimate the following through an intimation letter:
  - Member of Parliament (MP) and Members of Legislative Assembly (MLA) in the coverage area
  - b. State Level Officers Director General of Police (DGP), Transport Commissioner (TC) and Transport Secretary and RO MoRTH
  - c. District Level Officers District Collector, Regional Transport Officer (RTO), District Education Officer and Superintendent of Police (SP)
- x. The agency shall work in close coordination with ROs of MoRTH (Road wing, NHAI and NHIDCL), State and District level officials and shall also provide them with regular updates on the progress of the programme.
- xi. The agency shall publicize the awareness programme/ campaign being carried out in various media and social media platforms for the purpose of assessment of impact.
- xii. Selected programme shall be publicized on the social media accounts of Ministry of Road Transport and Highways.
- xiii. The agency should ensure that coverage of the programme gets highlighted/ published in local newspapers.
- xiv. The agency shall upload monthly progress report on the MoRTH portal.

### 8. Release of financial assistance

- The progress of the programme will be monitored through the online portal developed by MoRTH.
- At the time of sanction, the agency shall sign the Grant Agreement with MoRTH (refer Annexure-B. The Competent Authority will provide a mobilization advance (up to 15% of the approved grant) on furnishing of the requirements.

- iii. The agency shall upload photographs, video, proof of documents and related material required for verification of the implementation and to measure the effectiveness against each milestone. The programme/ activities should be covered under local press. The proof of such requirements shall be uploaded on the online portal.
- iv. The agency shall submit claim against each milestone, which shall be supported with a detailed expenditure incurred duly certified by a Charted Accountant and a report that outlines the programme output, and authenticated data from reliable sources. (Examples for output measures include the coverage / outreach numbers for a certain campaign / no. of individuals trained, length of road audited, disbursement of first aid kits etc.)
- v. Ro MoRTH shall review the genuineness of the claim against the pre-defined checklist (Annexure-D) and submit it to the Competent Authority for payment. The approved instalment amount as per the grant agreement shall be transferred directly to the bank account of the agency. Necessary TDS shall be deducted as per the existing IT rule.

#### 9. Subject of the activities to be undertaken:

The evaluation of proposal shall be undertaken relevant to the following programme (tentative):

SI No.	Programme	Subject area	Program Theme
1.	Road Safety Audit		<ul> <li>Engagement in the summary audit of National Highways, State Highways, Major Districts Road &amp; Urban Roads (of at least 100 Km in length)</li> <li>Implementation of possible improvement and remedial measures on identified accident spots</li> </ul>
2.	Capacity Building		<ul> <li>Capacity building of the Government stakeholder departments at State/ District/ Panchayat level in the area of crash investigations and strengthening data collection/ Road Safety engineering aspects/innovative enforcement methodologies etc. – Through workshops, online training modules and webinars</li> <li>Training first responders (along with distribution of first aid box) from local</li> </ul>
	-	- 1	<ul> <li>communities and police</li> <li>Training to commercial vehicle drivers including heavy vehicle drivers and staff on first responder mechanism</li> </ul>

			<ul> <li>Training to commercial vehicle drivers on Anticipatory Driving, Accident Preventions and driving in extreme weather and terrain conditions.</li> <li>Conducting "Train the Trainer" program for providing Road Engineering, Basic Trauma Care and Enforcement training to State Officials and other smaller NGOs</li> </ul>
3.	Pilot Projects		<ul> <li>Conducting pilot projects for implementing innovative road engineering interventions:</li> <li>Select high risk corridor (of at least 20 Km in length)</li> <li>Creation of safer school zones by various interventions like installing signages, various traffic calming measures etc.</li> </ul>
4.	Awareness Campaigns	Safer Vehicles	<ul> <li>Importance of keeping vehicles fit and regularly inspected</li> <li>Campaigns for commercial and heavy vehicle drivers on self-inspecting key vehicle components (condition of brakes, tires, lighting, steering and axle etc.) before long journeys.</li> </ul>
5.		Safe road users	<ul> <li>Use of safety equipment (Eg: all riders and pillion including children using ISI certified helmet and strapping the helmet) and seat belts (for all vehicle occupants), use of enhanced visibility clothing for cyclists, construction workers)</li> <li>Enabling safer school zones (advocacy targeted at students and parents)</li> </ul>
6.		Awareness building	<ul> <li>Advertisement and Media Campaigns to enable safer driving, speed control, avoiding wrong side driving, avoiding drink driving.</li> <li>Campaigns and behavioural push to discourage underage (minor) drivers</li> <li>Advertisement and Media Campaigns related to consequences of non-</li> </ul>

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compliance of traffic rules - Death, Injury, Penalties, Expenditure on treatment etc.
<ul> <li>Increasing awareness on road accident compensation scheme among people and hospitals</li> </ul>
<ul> <li>Increasing awareness and advertising the use of single accident reporting number</li> </ul>
 <ul> <li>Increasing awareness on Good Samaritan Law</li> </ul>
<ul> <li>Advocacy and awareness programmes to disseminate information on Government Rules, Regulations and Policies at grass root levels</li> </ul>
<ul> <li>Assist and advocate Government Officials at State and District Levels for preparation of rules (which are yet to be implemented) as mandated in Motor Vehicle Amendment Act</li> </ul>

Note: The above List is indicative, and an individual organization is free to submit suitable proposals keeping in view the essential objective of reducing road fatalities in the country. A suitable need for all proposals should be clearly outlined along with the anticipated results and the potential reach and behavioural change it will have on the wider road user groups.

## 10.Timelines for Receipt of Applications and Completion of the Projects:

- The Scheme shall remain in operation till 31.03.2026. As such, it shall not be feasible to release any financial assistance after 31.03.2026 under this Scheme.
- The agency will be required to complete the work before 31.12.2025 in order to avail of the full eligible grant amount.
- The proposal may be submitted on an on-going basis, which shall be considered and decided on a monthly basis.

21st September, 2021

## 11.Scheme for grant of Award to the Agencies involved in Road safety advocacy and allied activities:

Ministry of Road Transport & Highways shall give three awards (first, second and third) in each State/ UTs to the individuals or agencies engaged in road safety advocacy and allied activities to recognize the outstanding work carried out by them. The details of awards are as follows:

Sr. No. Category		Category Amount		
1	1st prize	Rs 5 Lakh + Certificate	_	
2	2nd prize	Rs. 2 Lakh + Certificate		
3	3rd prize	Rs. 1 Lakh + Certificate		

#### 12.Procedure for Selection:

The awards shall be given for the calendar year. The Individuals and Agencies shall file nomination for the award to the Principal Secretary (T)/Transport Commissioner/Transport Secretary of the State/UT Government. The State Government can also nominate any agency/ individual on its own if it is of the opinion that such an agency/ individual has done commendable work in the field of road safety. The Transport Department of State/UT shall recommend the names of maximum five Agencies to this Ministry as per the format prescribed in **Annexure 'E**'.

#### 13.Constitution of Jury

The Ministry of Road Transport & Highways will constitute a Jury or formulated by the Competent Authority to consider the recommendations received from the States / UTs for road safety awards. The Jury shall comprise of noted experts working in the field of road safety or on social issues. The recommendation of the Jury will be placed before the Hon'ble Minister (RT&H) for approval.

#### 14.Date of Awards

The awards will be given away on a date, time and venue to be decided by the Government of India.

#### 15.Reimbursement of TA/ DA

The awards may be received by the Individual or the authorized representative of the selected agency. The outstation winners will be reimbursed a lump-sum of INR 25,000 per person (subject to maximum of two person per agency) to meet the costs towards travel and accommodation.

## 16. Format for verifying the output:

The objective of road safety campaign is to encourage people to adopt safe behaviour leading to enhanced road safety. Accordingly, a small and standard questionnaire/feedback format has been prepared as per Annexure-G for activities like seminars, trainings, workshops, etc.

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21<sup>st</sup> September, 2021

# Annexure-A

(refer Para-7(i)

Sr.No	Subjec	t		on format for th	5		Particulars			
1.	Name of the Agency									
2.	Legal Status									
3.		registration / incor	poration	1000	10.1					
4.	Contact	Number: Email id:								
5.	Postal A	Vddress			1					
5.	Bank A	ccount No. and I	FSC Code of th	he Branch with Ad	dress					
7.	Name, / agency	Address and Aad	har Number of t	he President / Sec	cretary / Tr	ustee of the				
8.	i.	e of NGO, please Date of registratio Unique ID	on on DARPAN	Portal ated on	DARPAN	Portal				
9.	Brief on the activities conducted by the Agency in past three years (Attach additional sheets, if necessary)									
10.	Collaborative partner's name and proof (reputed University/institute/government/government department)									
11.	Whether any road safety awareness or any related programmes have been earlier conducted by the Agency, if yes, give details thereof (Attach additional sheets, if necessary) Submit proof on effectiveness of those programs									
12	Brief of the proposed activity proposed to be undertaken indicating the target group, place, content of the programme and the proposed time period for conducting the programme (Attach additional sheets, if necessary) <sup>[1]</sup>									
13	Target Set									
	S.No.	Activities	Start Date	Completion Date	Target	Proposed Gran	nt Amount			
	1	Mobilization*								
	2	Milestone 1								
	3	Milestone 2								
	4	Milestone 3								
	*The	mobilization ad	vance will be completion of	set off in the n activities under	ext insta Milesto	Iment upon rec ne-1.	eipt of cla			
	agains	ir aminatorolly a								

(Signature of the Authorized signatory)

[Name and Designation of the Authorized Signatory]

Date: Place:

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Annexure-B

(refer para: 8(ii)

## GRANT AGREEMENT

#### BETWEEN

## THE MINISTRY OF ROAD TRANSPORT AND HIGHWAYS, GOVERNMENT OF INDIA

AND

#### [NAME OF THE APPLICANT AGENCY]

#### FOR ADMINISTERING ROAD SAFETY PROGRAMME

Ref. No.

Date:

### FORM OF AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made the \_\_\_\_ day of the month \_\_\_\_\_ of Year \_\_\_\_\_, between, the Ministry of Road Transport and Highways, Government of India (hereinafter called "MoRTH") and the applicant Agency\_\_\_\_\_\_ (hereinafter called the "Recipient") and lays down the rights and obligations of the Contracting Parties regarding administering of road safety programme.

NOW THEREFORE the parties hereto hereby agree as follows:

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## Article-1: Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

- "Applicable Law" means the laws and any other instruments having the force of law in India
- b. "Recipient" means an NGO/ Trust under Indian Trusts Act/ Cooperative Society under Societies Registration Act/ Firm registered under the Companies Act, 1956/ 2013 or an Academic Institutions accredited / affiliated to or recognized as a University or Deemed University by UGC Act.
- c. "Agreement" means the agreement between Ministry of Road Transport and Highways and [Recipient], which lays down the rights and obligations of the Contracting Parties regarding the administering of road safety programme.
- d. "Grant" means a non-reimbursable contribution provided by Ministry of Road Transport and Highways, under this Agreement.

## Article-2: Duration of Agreement

## Article-3: General Responsibilities of the Parties

- The Recipient shall, with due diligence and efficiency, implement the activities described in the project proposal (Appendix-A) and ensure that the funds and any supplies, equipment and other materials provided by MoRTH are only used for this purpose.
- The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement.
- The Parties shall keep each other informed of all activities pertaining to the activities described in the project proposal and shall consult regularly on the status of its implementation

# Article-4: Copyrights, Patents and Other Proprietary Rights

- Unless otherwise agreed upon in writing, MoRTH shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks, with regard to maps, drawings, photographs, plans, reports, documents, products and all other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the present Agreement.
- All decisions regarding publication with regard to products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the present Agreement shall be made by MoRTH in accordance with its policy.
- The Recipient may only use the name and emblem of Ministry of Road Transport and Highways in direct connection with the activities described in the project proposal and subject to prior written consent of MoRTH.

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#### Article-5: Personnel Requirement

- The Recipient shall be fully responsible for all services performed by its Personnel. The Recipient shall ensure that all relevant labour laws are observed
- The Recipient shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives of the programme.
- 3. MoRTH does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the Recipient's Personnel as a result of their work pertaining to the activities described in the project proposal.

## Article-6: Insurance and Liabilities to Third Parties

- The Recipient shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its Personnel to cover claims for personal injury or death in connection with the Agreement.
- The Recipient shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under the Agreement.

## Article-7: Financial and Operational Arrangements

- The financial assistance for the proposed activities submitted by the Recipient requests resources (hereinafter 'the Grant') up to the maximum amount of INR\_\_\_\_\_ for the duration of the Agreement.
- Funding to support the activities described in the project proposal will be released to the Recipient in instalments as per Appendix B.
- The payment to be released under the present Agreement shall be made to the bank account as specified below

 MoRTH shall not be liable for any expenditure incurred in excess of its contribution as specified in this Agreement.

# Article-8: Promotion and Maintenance of Records

- The Recipient shall publicize the awareness programme/ campaign being carried out as part of activities conducted under this Agreement in various media and social media platforms for the purpose of assessment of impact. MoRTH may also choose to publicize select programmes/ campaigns on its social media accounts and websites.
- The Recipient shall collect and keep readily accessible information and documentation on the progress implementation of the activity and the use made of the funding. To this end, the Recipient shall maintain separate accounts recording all receipts and

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21st September, 2021

expenditure under the activities conducted under this programme and ensure that any obligations entered into and all disbursements made are satisfactorily documented.

 Upon expiration or termination of the Agreement, the Recipient shall maintain the records for a period of at least two (2) years, unless otherwise agreed upon between the Parties

#### Article-9: Intermediate and Final Report

- The Recipient shall submit to MoRTH intermediate reports which shall include financial statements, detailing achievements, constraints, and impact with regard to the utilization of the funding for the activities under this Agreement within fifteen days of the completion of each milestone, as specified in Annex Appendix B.
- A final report, within 1 month of expiration or termination of this Agreement, whichever is first to occur, shall also be submitted to MoRTH including financial statements, detailing achievements, constraints, and impact with regard to the utilization of the funding for the activities under this Agreement, as specified in Appendix C.

#### Article-10: Monitoring and Evaluation

- The Recipient, within fifteen (15) days prior to the start of implementation of programme shall intimate the following persons through an intimation letter.
- a. Member of Parliament (MP) and Member of Legislative Assembly (MLA)
- b. State Level Officers Director General of Police (DGP), Transport Commissioner (TC) and Transport Secretary
- c. District Level Officers Regional Transport Officer (RTO), District Education Officer
- The Recipient shall work in close coordination with above agencies and shall also provide them with regular updates on the progress of the programme.
- The evaluation of the results of outcome of the programme and genuineness of claim shall be done by RO MoRTH.
- 4. RO MoRTH shall evaluate the genuineness of the claim against the pre-defined checklist and submit it to the Competent Authority for payment. The approved instalment amount as per the grant agreement shall be transferred directly to the bank account of the agency. Necessary TDS shall be deducted as per the existing IT rules.

#### Article-11: Suspension and Early Termination

- The Parties hereto recognize that the successful completion and accomplishment of the Activity objectives are of paramount importance, and that MoRTH may find it necessary to terminate the Activity, or to modify the arrangements for execution of the Activity, should circumstances arise which jeopardize successful completion or the accomplishment of the Activity objectives. The provisions of the present Article shall apply to any such situation.
- 2. MoRTH shall consult with the Recipient if any circumstance arises that, in the judgment of MoRTH, interferes or threatens to interfere with the successful completion or the accomplishment of the activities under this Agreement. The Recipient shall promptly inform MoRTH in writing of any such circumstance that might come to the Recipient's attention. The Parties shall cooperate towards the rectification or elimination of the circumstance in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Recipient, where such circumstances are attributable to it or within its responsibility or control.

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- 3. MoRTH may at any time after occurrence of the circumstance in question and appropriate consultations suspend execution of the activities by written notice to the Recipient, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. MoRTH may indicate to the Recipient the conditions under which it is prepared to authorize a resumption of execution of the Activity.
- 4. If the cause of suspension is not rectified or eliminated within fifteen (15) days after MoRTH has given notice of suspension to the Recipient, MoRTH may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Agreement; or (b) terminate the activities and entrust its execution to another organization. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from MoRTH. In the event of transfer of the Recipient's responsibilities for execution of the Activity to another organization, the Recipient shall cooperate with MoRTH and the other organization in the orderly transfer of such responsibilities.
- Upon receipt of a notice of termination by MoRTH under the present Article, the Recipient shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures.
- 6. In the event of any termination under the present Article, MoRTH shall reimburse the Recipient only for the costs incurred to execute the Activity in conformity with the express terms of the present Agreement. Reimbursements to the Recipient under this provision, when added to amounts previously remitted to it by MoRTH in respect of the Activity, shall not exceed the total MoRTH allocation for the under this Agreement.

### Article-12: Arbitration

- 1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination or invalidity thereof, unless settled amicably under paragraph 1 of this Article within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, which shall be selected in the following manner;
- MoRTH and the Recipient shall each select one arbitrator and the third arbitrator is elected jointly by MoRTH and the Recipient.

#### Article-13: Amendments

The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

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For Ministry of Road Transport & Highways For [Recipient Agency's Name]

Signature:	Signature:
Name:	Name:
Title:	Title:
Place:	Place:
Date:	Date:

Appendix- A of Annex-B: Project proposal submitted by the Recipient Appendix- B of Annex-B: Project Milestones and Grant Summary

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# Appendix- A (of Annex B)

# Project proposal submitted by the Recipient (refer Article 3(1) of Annex B)

(Similar to Annexure A - Application form for the grant)

## Appendix- B (of Annex B) (refer Article 9(1) of Annex B)

## Format for Intermediate Report

	Format fo	or Inter	mediate Report	rt	
	Completion Date	Target	Achievement status (Brief description of the activities )	Supporting document such as photos, videos, financial statement,	Approved Grant Amount
Mobilization					
Milestone 1					
Milestone 2					
Milestone 3					

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Appendix-C (of Annex-B)

(refer Article 9(2) of Annex B)

## Format for Final Report

Format for Final Report								
	Brief Description	Attach supporting document/files						
Program Title								
Objective of the Program								
Target	100 C	Baseline data						
Achievement		Post-program scenario						
Detailed Report		Detailed Report						

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# Annexure-C

(refer Para-5)

S No.	Category	Document/ Information	Submitted (Yes/ No)	Remarks
<b>`</b> 1	Basic details of Organisation	Application form for the grant		
2		Registration/ Incorporation certificate		
3		NGO Registration Certificate issued by respective State		
4	Legal Status	Power of Attorney for Lead Member of Consortium		
5		Self-declaration Affidavit by Authorized Person that the organization has not been blacklisted/ defaulted with any India/Foreign Entity		
6	Financial Viability	Annual Report and Audited financial Statements along with Audit Report of the entity, duly certified by a Chartered Accountant (CA)		
7		Certificate from a Chartered Accountant highlighting value of projects executed in last 3 years		
8	Prior Experience	Work Order/ Letter of Award/ Contract for projects executed in last 3 years		
9		Self-Declaration affidavit by Head of the organization on projects executed by them		
10	Programme Theme	Awareness related or other themes		
11	Detailed Proposal	Approach and methodology to deliver the proposed program		
12	Programme details	Baseline data and outputs/ outcome proposed		
13	Milestone wise targets	Details on targets for each milestone (1/2/3)		

(Checklist for Evaluation of Proposal for approval)

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## Annexure-E

(refer para 12)

## Format for forwarding nominations for grant of Award by Transport Departments

S.No. Subject Particulars Name and particulars of the Agency/Applicant 1 Name with Aadhar Number and Mobile (ī) Number Postal Address of the Applicant (ii) Authorized contact person with mobile (iii) number Scheme Registration ID (iv) Bank Account details and Branch (v)Particulars of President and Secretary of the Agency 2 Name with Mobile Number (i) (ii) Address Aadhar Number (iii) Particular of the Program based on which the recommendation is being made 3 Program Title (ī) Program Theme (ii) Brief description of the activities (iii) undertaken for which award is recommended Impact of program (before and after data) (iv) Reason for recommending the name in (v) brief Uploading of some photographs, videos, (vi) etc.

(refer para 12 of the Scheme Guidelines)

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## Annexure G (Refers Para-16)

## Feedback format for the Participants (Part-I)

1	Name of Participant	
2	Mobile Number	
3	Aadhar Number	
4	Name of the programme attended	
5	Place of Programme	
6	Date of Programme	
7	Nature of Programme (seminar/workshop/training etc.)	
8	Feedback as per Appendix-D	
9	Quiz as per Appendix - E	

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21st September, 2021

Appendix- D (of Annexure-G)

## Feedback format for the Participants (Part-II)

S.No	Торіс	Feedback					
		Very Good	Good	Average	Below average	poor	
1	Content of Training			3		+	
2	Quality of Lecture		-	-	1 2	+	
3	Relevance to your work					+	
4	Arrangement of Programme						
5	Your Comments on improvement						

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## Appendix- E (of Annexure-G)

## Feedback format for the Participants (Part-III)

### Pre & Post Quiz Format (Questions before Training)

		Tick the correct option					
		A	В	c	D	E	
	in the second	Put the options for the answers					
Sr. No	Text of Question						
1		-					
2		-	-				
3		-					
_			-		_		
-		-		1			

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(P-1 of 2)

Appendix- E (of Annexure-G)

### Feedback format for the Participants (Part-IV)

#### Pre & Post Quiz Format (Questions after Training) (Same Questions may be repeated for this part)

		Tick the correct option					
		A	В	c	D	E	
		Put the options for the answers					
Sr. No	Text of Question						
1				-			
2							
3							
		-	-	-			
Total Co	prrect Answer						
Total Co	prrect Answer						

(P-2 of 2)

<sup>[1]</sup> Supported by a feasibility report highlight the need of the programme and backed by verified baseline data (wherever applicable). The report should also include the intended output, outcome and key milestones of the programme.

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